



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

May 6, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**COMMUNITY AND SENIOR SERVICES DEPARTMENT:
APPROVAL TO ACCEPT THE FISCAL YEAR 2008-09 TITLE V
OLDER AMERICANS ACT GRANT FUNDS
(ALL DISTRICTS AFFECTED) (3 VOTES)**

SUBJECT:

This Board letter requests approval to accept (FY) 2008-09 Older Americans Act (OAA) Title V funding for the Senior Community Services Employment Program (SCSEP) as required by the contract executed between the California Department of Aging (CDA) and the County of Los Angeles.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Community and Senior Services (CSS), or designee, to accept FY 2008-09 OAA Title V funding and to execute all required documents with the CDA for the SCSEP in the amount of \$2,485,661;
2. Authorize the Director of CSS, or designee, to accept additional funding, not to exceed 25 percent of the original allocation, from the CDA provided that the Director of CSS notifies, in writing, the Board of Supervisors and the Chief Executive Office (CEO) within ten business days of accepting the funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will enable CSS to continue its administration of the SCSEP in FY 2008-09. The CDA requires the Department to apply and submit a budget and

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

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Fifth District

Project Narrative for the Title V Project Grant Funds annually. The SCSEP 2008-09 Project Budget is expected to be submitted later this month to the CDA for their review and approval.

Implementation of Strategic Plan Goals

The recommended actions are consistent with principles of the Countywide Strategic Plan goals of Service Excellence and Organizational Effectiveness.

FISCAL IMPACT/FINANCING

The cost of the SCSEP in FY 2008-09 is \$2,485,661. There is no impact on the County general fund, as the SCSEP is fully financed by OAA Title V funding. Funding for this program has been included in the Department's FY 2008-09 Proposed Budget.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

Los Angeles County is a designated Area Agency on Aging (AAA). CDA allocates OAA monies to the County to fund senior programs. SCSEP services are administered by CSS. The FY 2008-09 contract between the County of Los Angeles and the CDA is expected to be finalized by June 30, 2008. Program funding will be contingent upon execution of the contract with the CDA.

The program is operated by CSS using community-based non-profit host agencies as training sites. Participants are recruited at WorkSource Centers and Senior Centers in all Supervisorial Districts by Title V administrative staff. Training and supervision is provided by the host agencies. CSS has a Memorandum of Understanding (MOU) with the host agencies to provide training, supervision, and a safe working environment for program participants. The selection of host agencies is based on a process that includes obtaining evidence of their non-profit status and the agency's ability to provide useful training that leads to unsubsidized job placement.

Monitoring of host agencies and training site participants is conducted by nine Title V Program Monitors. The Program Monitors, through site visits and interviews with the participants and training site supervisors, evaluate and report monthly, and/or as needed, the training progress of each participant. The salaries of all participants assigned to the host agencies are paid through the CSS. Currently, there are 131 agencies under agreement. However, the number of agencies will fluctuate during the fiscal year as other host agencies apply to provide training.

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IMPACT ON CURRENT SERVICES

Approval of this request will continue training and employment services to approximately 330 participants during the fiscal year.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William T. Fujioka", with a stylized flourish at the end.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SH:MS
GP:RG:cvb

Attachment

c: County Counsel

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

3333 Wilshire Boulevard, Suite 400, Los Angeles, CA 90010
Telephone: (213) 738-2631 Fax: (213) 480-1125

**SENIOR COMMUNITY SERVICES EMPLOYMENT PROGRAM (SCSEP)
CONTRACTING AGENCY AGREEMENT**

By agreeing to this agreement, the contractor shall make an effort to:

Provide meaningful training which leads to the hiring of at least one participant by the host agency or by another employer as the result of training within a contract year.

THIS AGREEMENT is made and entered into this ____ day of _____, 200__, by and between the **LOS ANGELES COUNTY AREA AGENCY ON AGING SENIOR COMMUNITY SERVICES EMPLOYMENT PROGRAM**, hereinafter referred to as **AAA SCSEP**, located at 3333 Wilshire Boulevard, Suite 400, Los Angeles, California, and

Contracting Agency Name

Contracting Agency Address

Federal Employer Identification Number (FEIN)

(hereinafter referred to as the Contractor)

NOW, THEREFORE, it is agreed by and between the parties either party may terminate this Agreement upon 15 days' prior written notice or when funds become unavailable.

The term of this Agreement shall be from the __1st__ day of __July__, 200__ through June 30, 200__, provided, however, either party may terminate this Agreement upon 15 days prior written notice.

SECTION 1 - AREA AGENCY ON AGING'S PERFORMANCE

- A. The AAA SCSEP shall be responsible for assignment of participants to the Contractor, subject to interview and approval by the Contractor.
- B. The AAA SCSEP shall provide orientation to each participant entering the program, explain its relationship and responsibility to the training site, and conduct participant and site evaluations.

- C. During the training period, the AAA SCSEP shall pay the participant's salary based on appropriate documentation and certified timecards, provide Worker's Compensation Insurance, and any applicable fringe benefits.
- D. The AAA SCSEP shall monitor the Contractor to determine Agreement compliance, training site safety, and participant training progress as agreed upon in the participant Individual Employability Plan (IEP).
- E. The AAA SCSEP will be responsible for rotating the participant by the end of two years or earlier to continue job enhancement or other formal training. The AAA SCSEP will notify the host agency no less than two weeks prior to rotation.
- F. The AAA SCSEP will develop an Individual Employability Plan (IEP) to be shared with Contractor. The AAA SCSEP and the Contractor will be responsible for monitoring the participant's progress as per the IEP.

SECTION 2 - CONTRACTOR'S PERFORMANCE

- A. Contractor shall give consideration to participant for all job openings for which that participant qualifies.
- B. Contractor shall work with the Senior Community Services Employment Program (SCSEP) staff to assist the participant in personal development and encourage the participant in seeking and obtaining unsubsidized employment through job search.
- C. Contractor shall recognize that the position occupied by the participant is a temporary training assignment designed to prepare the participant for unsubsidized employment; moreover, that the participant may obtain an unsubsidized job at any time or may be rotated to another training site or into a formal training program to enable the participant to receive additional training; and, in such cases, the assignment of an additional or replacement trainee cannot be guaranteed.
- D. Contractor shall provide a safe and sanitary work environment, working conditions, and provide the participant with safety instructions.
- E. Contractor shall not modify participant's job description without the written authorization of the SCSEP.
- F. Contractor shall provide adequate training and effective supervision. Contractor shall record the percentage of time spent by the supervisor on the participant's timecard if salaried or portion thereof, which are paid for with non-federal funds.

- G. Contractor shall complete and return in an accurate and timely manner; timecards, Non-Federal In-Kind reports, or other reports requested by the SCSEP. Contractor understands that said reports are required and that failure to submit said reports constitute a material breach of this memorandum and the Agreement can be terminated for repeated failure to submit required reports.
- H. Contractor shall review participant time card for accuracy prior to signing. Under no circumstances shall the Contractor authorize the participant to sign his own time card or other participant's time card.
- I. Contractor shall ensure the participant works the total hours authorized by AAA SCSEP (This includes SCSEP sponsored job search and participant meetings). Under no circumstances shall the Contractor ask the participant to work other than the authorized agreed hours.
- J. Contractor shall not change the participant training site, training duties, work station, or working hours without prior authorization from the SCSEP.
- K. Contractor shall not displace any current employee or volunteer with a participant nor assign a participant to perform the tasks of an employee on layoff, nor replace a Federally funded position (other than SCSEP) with a participant.
- L. Contractor will adhere to the participant Individual Employability Plan (IEP) and work closely with the AAA SCSEP to assure the participant's progress that prepares him/her for unsubsidized placement.

SECTION 3 - NONPROFIT OR TAX EXEMPT STATUS

Contractor shall submit proof to the AAA SCSEP of its status as a non-profit organization under the laws of the State of California and Internal Revenue Code Section 501(c)(3). Governmental and public entities are exempt from this Section 4.

SECTION 4 - INSURANCE REQUIREMENTS

Contractor shall submit a current Certificate of General Liability Insurance. The County of Los Angeles shall be named as an additionally insured and be given notice at least thirty (30) days in advance if any modification or termination occurs. No participant shall be allowed at any training site until the Contractor is in compliance with this Host requirement. Failure to maintain required insurance is cause for immediate termination of this Agreement and removal of the participant(s). Public agencies that are self-insured must submit a letter attesting such self-insurance.

SECTION 5 INDEMNIFICATION

CHECK ONE:

Non-Profit

- ☐ Contractor shall indemnify, defend, and hold harmless County, the Area Agency on Aging, its officers, agents, and employees from and against any and all loss, liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Contractor activities or services performed on behalf of Contractor's operations, by any person pursuant to this Agreement.

Government/Public Entity

- ☐ In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of, or resulting from the acts or omissions of the indemnifying party.

SECTION 6 - POLITICAL AND SECTARIAN ACTIVITIES

Contractor shall ensure that participants are not placed in training sites that may involve partisan or non-partisan political activities or Sectarian instruction or worship.

SECTION 7 - DISCRIMINATION

Contractor shall ensure that participation in the AAA SCSEP will not displace any other paid employee nor discriminate with regard to race, color, creed, national origin, religion, age, and handicap status. Contractor agrees to comply with all Federal, State, and County laws relating to employment, immigration, and to assure a drug-free workplace. Participants serving at the Contractor's site shall be covered by provisions contained in this Agreement.

SECTION 8 - ASSIGNMENT/ALTERATION

This Agreement, or any of its rights, obligations, terms of conditions, may not be assigned or altered by either party without written consent of both parties.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto the day, month, and year first above written. The person signing on behalf of the Contractor warrants that he or she is authorized to bind the Contract.

COUNTY
LOS ANGELES COUNTY
COMMUNITY AND SENIOR SERVICES
3333 Wilshire Boulevard, Suite 400
Los Angeles, California 90010

CONTRACTOR
HOST AGENCY ADDRESS

TELEPHONE: _____

FAX: _____

SIGNATURE

Trinka S. Petties

NAME

Program Director

TITLE

DATE

SIGNATURE

NAME (print)

TITLE

DATE